

1 (October 28, 1996)

2 **Changes**

3 Section 1-04.4 is deleted in its entirety and replaced by the following:

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5 The Engineer reserves the right to make, at any time during the work, such
6 changes in quantities and such alterations in the work as are necessary to
7 satisfactorily complete the project. Such changes in quantities and alterations
8 shall not invalidate the contract nor release the surety, and the Contractor agrees
9 to perform the work as altered. Among others, these changes and alterations may
10 include:

- 11
12 1. Deleting any part of the work,
13 2. Increasing or decreasing quantities,
14 3. Altering specifications, designs, or both,
15 4. Altering the way the work is to be done,
16 5. Adding new work,
17 6. Altering facilities, equipment, materials, services, or sites, provided by
18 the Contracting Agency.
19 7. Ordering the Contractor to speed up or delay the work.

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21 The Engineer will issue a written change order for any change unless the
22 remainder of this section provides otherwise.

23
24 If the alterations or changes in quantities significantly change the character of the
25 work under the contract, whether or not changed by any such different quantities
26 or alterations, an adjustment, excluding loss of anticipated profits, will be made to
27 the contract. The basis for the adjustment shall be agreed upon prior to the
28 performance of the work. If a basis cannot be agreed upon, then an adjustment
29 will be made either for or against the Contractor in such amount as the Engineer
30 may determine to be fair and equitable. If the alterations or changes in quantities
31 do not significantly change the character of the work to be performed under the
32 contract, the altered work will be paid for as provided elsewhere in the contract.
33 The term *significant change* shall be construed to apply only to the following
34 circumstances:

- 35
36 A. When the character of the work as altered differs materially in kind or
37 nature from that involved or included in the original proposed
38 construction or
39
40 B. When a major item of work, as defined elsewhere in the contract, is
41 increased in excess of 125 percent or decreased below 75 percent of the
42 original contract quantity. For the purpose of this section, a major item of
43 work will be defined as any item that qualifies for adjustment under the
44 provisions of Section 1-04.6.

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46 For Item 1, an equitable adjustment for deleted work will be made as provided in
47 Section 1-09.5.

48
49 For Item 2, if the actual quantity of any item increases or decreases by more than
50 25 percent from the original plan quantity, the unit contract prices for that item
51 may be adjusted in accordance with Section 1-04.6.

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53 For any changes except Item 1 (deleted work) or Item 2 (increasing or decreasing
54 quantities), the Engineer will determine if the change should be paid for at unit
55 contract price(s). If the Engineer determines that the change increased or
56 decreased the Contractor's costs or time to do any of the work including
57 unchanged work, the Engineer will make an equitable adjustment to the contract.

1 The equitable adjustment will be by agreement with the Contractor. However, if
2 the parties are unable to agree, the Engineer will determine the amount of the
3 equitable adjustment in accordance with Section 1-09.4 and adjust the time as the
4 Engineer deems appropriate. Extensions of time will be evaluated in accordance
5 with Section 1-08.8. The Engineer's decision concerning equitable adjustment
6 and extension of time shall be final as provided in Section 1-05.1.

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8 The Contractor shall proceed with the work upon receiving:

- 9
- 10 1. A written change order approved by the Engineer, or
 - 11 2. An oral order from the Project Engineer before actually receiving the
 - 12 written change order.
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15 Changes normally noted on field stakes or variations from estimated quantities,
16 except as provided in sub-paragraph B above, will not require a written change
17 order. These changes shall be made at the unit prices that apply. The Contractor
18 shall respond immediately to changes shown on field stakes without waiting for
19 further notice.

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21 The Contractor shall obtain written consent of the surety or sureties if: (1)
22 changed work increases the total cost of the project by more than 25 percent of
23 the original total contract price, or (2) the Engineer requests such consent.

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25 In lieu of a change order, changes amounting to \$1,000 or less may be made
26 under the bid item "Credit/Debits - Minor Changes". Changes falling under this
27 item are limited to:

- 28
- 29 • Minor revisions of lump sum items.
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 - 31 • Out of Specification material penalties.
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 - 33 • Correction of minor errors.
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35 Payments and credits under this item will only be made when both the
36 Contracting Agency and the Contractor are in agreement. This agreement
37 shall be documented by signature of the Contractor, or notation of verbal
38 agreement.

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40 Payments and credits will be made or taken in accordance with Section 1-
41 09.4. For the purpose of providing a common proposal for all bidders, the
42 Contracting Agency has entered an amount for "Credit/Debits - Minor
43 Changes" in the Proposal to become a part of the total bid by the Contractor.